

**ATTACHMENT B:**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SECTION 26, ENTERPRISE SUPPORT SERVICES**

**Special Conditions and Specifications for furnishing Microfilming and Digitizing of Letter, Legal, and Smaller-Sized Confidential Documents For Various Files Generated by Louisiana Department of Transportation and Development (DOTD) Baton Rouge, Louisiana.**

Please read the following instructions and special conditions and specifications carefully. Any deviation may cause your bid to be disqualified.

**Contract**

Contract for microfilming and digitizing various files generated by DOTD in Baton Rouge, La., as requested in accordance with provisions are set forth for the twelve month period beginning with the date award.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**Statement of Objectives**

The state is seeking bids for sixteen millimeter (16mm) microfilming and digitizing services for various documents generated by DOTD. Documents are a mixture of letter, legal, and smaller-sized documents of various colors and grades of paper.

The scope of work to be performed under this bid is limited to that work specifically approved by DOTD. Any purchase order arising from this solicitation will reflect only the projected quantity for the corresponding contract period. These quantities are only estimates. DOTD reserves the right to increase or decrease quantities to account for quantities actually required.

**Quantities**

The award will be made to the lowest responsive and responsible bidder based on an estimated annual usage of 3,100,000 images and an estimated quantity of 300 duplicate rolls of 16mm microfilm. However, all bidders should note that no specific quantities are given or guaranteed.

Only such microfilm services as required by DOTD during the contract period will be ordered. Original roll of film will be required and must be included and computed into unit price. Note: Original roll of film is hereafter referred to as first generation film and/or preservation master negative and/or security roll.

### **Specifications**

Bid price for filming and digitizing services must be inclusive of all supplies, labor, film, indexing, developing and processing chemistry, reels, DVD, delivery charges and pick-up charges, remedial work and all other charges to provide all of the requirements of this proposal.

1. Sub-contracting of any part of the microfilming and digitizing services listed herein is **strictly prohibited**.
2. Vendor must provide access to records twenty-four (24) hours/day, seven (7) days/week throughout the year. Vendor must be responsive to fax request within one (1) hour and provide overnight delivery of hard copy when requested.
3. Files will be picked up at DOTD Microfilm Unit, 1700 Foss Drive, Baton Rouge, Louisiana, 70802, by vendor at vendor's cost. The successful vendor will be required to process a **minimum of 30,000 images** of DOTD's files per week. After microfilming, master negative, duplicate roll(s) and index to be hand delivered at vendor's cost to DOTD Microfilm Unit, 1700 Foss Drive, Baton Rouge, Louisiana. Vendor will be required to make bi-monthly deliveries of the finished product. Contact person(s) and site of delivery to be coordinated with successful vendor after award.
4. The vendor shall create and provide to DOTD an inventory of all files removed from DOTD Microfilm Unit, Baton Rouge, Louisiana, for the purpose of Microfilming and Digitizing files. **A control log acceptable to DOTD shall be generated by vendor for each pick up.**
5. The vendor shall provide DOTD with master negatives with as many duplicates and digitized DVD as are required.
6. The vendor must provide DOTD with a telephone number that will be monitored by the vendor twenty-four (24) hours a day, seven (7) days a week. In the event of an emergency, the vendor will be contacted and required by DOTD to return any requested files to DOTD, at DOTD's expense, within two (2) business days' notice.
7. To insure the security of DOTD's property, vendor must have a twenty-four (24) hour fire and burglar alarm system on line to local authorities. Vendor must store records to be filmed on site with the service bureau under the same twenty-four (24) hour fire and burglar alarm system. Vendor must also provide twenty-four (24) hour monitoring of materials to

provide maximum safety and integrity of DOTD's original files in the event of natural or man-made emergencies or disasters.

8. Vendor will provide all document pick-up, preparation, microfilming, digitizing, duplicating, indexing and delivery of the finished product to DOTD
9. Document preparation includes but is not limited to:
  - A. Removing all dog ears, unfolding all folds.
  - B. Removing staples, clamps, paper clips or other fasteners.
  - C. Patching and taping of torn or damaged documents.
10. Preservation master negative shall be stored on reels in boxes made of acid-free paper or board that meets the materials requirements of ANSI PH 11.53-1983. Duplicate films (working rolls) shall be stored on reels in plastic film boxes.
11. Inspection and quality control data must always be recorded.
12. Vendor shall provide one silver gelatin, polyester-base film type master negative per roll suitable for archival purposes. All original film shall be 16mm, silver-gelatin type on a polyester base as described in ANSI/ASC PH1.41-1984. Stock will be Kodak AHU 1461 (16mm X 100' X 5 mil) or approved equal. All duplicate film rolls shall be 16mm, diazo blue or blue-black and must meet ANSI IT9.5-1992 specifications.
13. DOTD reserves the right to reject any rolls of film with density or resolution reading exceeding the required rates or having more than one spliced correction. Correction retakes will be allowed only at the end of the roll and will be so noted on the side of the film carton.
14. Each roll of first-generation film (preservation master negative) shall be inspected, by the vendor, frame by frame for visible defects and missing pages. Film shall be inspected on a film reader as well as on a light inspection box. Reading equipment used for inspection must not scratch or otherwise damage the film.
15. Each roll of processed master negative microfilm shall meet the following scientific quality standards:
  - A. Density: 0.9 to 1.2
  - B. Resolution: 150+ lines per mm
  - C. Sodium thiosulfate residue: 1.4 micrograms per square centimeter or less.
16. Every roll of first-generation film (preservation master negative) shall be evaluated for resolution using a 75 power microscope.

17. Each frame of microfilm is to carry a four (4) digit sequential frame number assigned by the microfilm camera. The frame number will begin with "0001" at the start of each roll, and will continue in incrementing sequential order throughout the roll.
18. Each roll of microfilm shall conform to the following sequence: (from start of roll to end of roll)
  - A. 8 ½ X 11 blank white sheet of paper.
  - B. Resolution test chart with format and contents approved by ANSI and AIIM.
  - C. A target sheet indicating roll number, description of records being filmed, date of microfilming, reduction ratio, vendor name, and signature of camera operator.
  - D. Declaration of intent and purpose.
  - E. Start of roll target.
  - F. Title target/s for initial and subsequent folders.
  - G. Flash targets shall be inserted approximately every 500 frames (except for checks)
  - H. End of roll target.
  - I. Resolution test charge.
  - J. 8 ½ X 11 blank white sheet of paper
19. Framing shall be consistent and regular. The image shall not be skewed more than five (5) percent (5.5 degrees) from parallel with the longitudinal axis of the film. Skew is measured from the two corners of the document image parallel to the longitudinal edge of the projected image frame.
20. The orientation of the images (cine or comic) shall be assigned by the DOTD Microfilm Unit Supervisor on a per job basis.
21. Spacing between frames shall be consistent, variations not to exceed fifty percent of the average frame-to-frame distance. Separation between titles shall not be less than six inches. First-generation film (preservation master negative) leaders and trailers shall be the length dictated by the equipment being used.
22. Each box containing a roll of processed microfilm will be clearly labeled with the following at the top and on the broad side of the box.
  - A. Roll number -Top of box
  - B. Name of job -Top of box
  - C. Starting index (alpha or numeric) -Top of box
  - D. Ending index (alpha or numeric) -Top of box
  - E. Flash 1 (index at 500 frames) -Side of box
  - F. Flash 2 (index at 1,000 frames) -Side of box
  - G. Flash 3 (index at 1,500 frames) -Side of box
  - H. Flash 4 (index at 2,000 frames) -Side of box
  - I. Density measurement of master roll -Side of box

23. All microfilmed files will include a digital index to be returned to DOTD in the Computer Assisted Retrieval (C.A.R.) Format. This format will consist of roll number, frame number, file number and file type. (See below for examples)

Example:

Roll: 001	Frame: 0006	File: 713-42-0102	Type: Correspondence
Roll: 001	Frame: 0012	File: 713-42-0100	Type: Contract
Roll: 001	Frame: 0024	File: 158-01-0016	Type: Final Estimate

The index record shall represent a unique set of frames, not every frame. Frame number indicates the frame on the roll where these frames/file images begin. Indexing will be provided in Excel format and saved to DVD. Each DVD will be labeled indicating the information provided on DVD.

Vendor is to maintain a copy of index DVD.

24. All documents will be microfilmed in simplex format with a reduction ratio not greater than 24:1.
25. Processing must conform to ANSI/ASC PH1.41-1984 or latest revision. When requested, Vendor must provide evidence of sample testing for residual thiosulfate using the methylene blue test as described in ANSI PH4.8-1985, or latest revision.
26. The Vendor will process all film in stainless steel deep tank processors with continuous replenishment of fresh chemicals and water.
27. Vendor must provide a signed confidentiality agreement for each employee that is involved in the handling of DOTD records. Vendor will be solely responsible for all DOTD documents, whether they are in transit or filming. Vendor agrees that neither Vendor nor any of Vendor's employees shall reveal, release, or cause to be known, any confidential information contained in the records to be microfilmed.
28. All film processing and film duplication will be performed solely by vendor's regular employees at the vendor's regular place of business and no part of this process will be performed by any sub-contractor engaged by vendor.
29. All work completed by vendor under the terms and conditions of this contract, including original film roll, duplicate film rolls, database indexes to filmed records, shall remain the sole and exclusive property of DOTD. DOTD shall also retain possession of the film and sole exclusive rights to its use, copying and reproduction.

30. DOTD reserves the right to request samples of film from vendors of any document types and corresponding specifications outlined in this bid.
31. Vendor must provide with this bid documentation procedures for quality control measures that are currently in place. Documentation should include any record tracking forms, QC forms that are used for each step of the conversion process.
32. Vendor will ensure that each image digitized must be scanned at a minimum resolution of 200 DPI. Images must be oriented correctly for reading without the need for rotation. Images must be de-skewed and cropped with little to no black borders.
33. Vendor will deliver one copy on DVD with the images of each document contained in a single-page PDF. PDF images must use Group IV compression and image must not be stripped.
34. Vendor will store original documents for a one hundred and twenty (120) day period after microfilming. Some original documents may be required to be returned to DOTD and all other original documents (not required to be returned) must be destroyed. Upon authorization from DOTD, vendor shall destroy all documents in-house (vendor's place of business) by shredding. **A certificate of destruction outlining what documents were destroyed will be delivered to DOTD**
35. The Vendor will be responsible for any negligent acts committed during the performance of any of the vendor's duties under this agreement.
36. Should any one or more rolls or processed master negative microfilm delivered under the terms of this bid fail to meet the quality standards specified herein, vendor shall, at his own expense, either re-film such roll(s) or shall otherwise cure all defects to the satisfaction of DOTD. Should the need to re-film work persist, DOTD has the right to exercise its option to cancel the contract.
37. Each roll of processed master negative microfilm delivered under the terms of this bid must meet or exceed the State of Louisiana archival requirements.
38. Vendor must visit the DOTD Microfilm Facility located at 1700 Foss Drive, Baton Rouge, Louisiana, prior to submitting bid, to become familiar with all conditions surrounding fulfillment of the specifications for this project. Vendor must also submit completed job site visit certification form supplied with the bid.

**Prices**

All prices quoted shall be in the unit of measure as shown on the bid schedule and shall remain firm for the contractual period. Unit price must not exceed two digits to the right of decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

**Invoices**

Upon each delivery and its acceptance by DOTD, the Vendor shall invoice DOTD by means of a monthly invoice according to the amount of monthly deliveries of finished product. Such invoice shall make reference to the appropriate purchase order number. Invoice price must agree with contract price. In no instance will an invoice be paid, which does not agree with the contract price. Invoices shall be submitted by the contractor in triplicate directly to the DOTD Enterprise Support Services, Attention: Gilbert Bonnet, P.O. Box 94245, Baton Rouge, La. 70804-9245.

**Extension of Contract**

At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

**Termination of Contract**

The State reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the contractor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to meet specifications, misrepresentation by the contractor, fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state. Conflict of contract provisions with constitutional or statutory provisions of the state or federal law, any breach of contract and/or it is considered in the best interest of DOTD All orders picked-up prior to the effective date of such termination shall be paid for by DOTD in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

Upon receipt of written notice of cancellation, the contractor agrees not to begin any new work and agrees to complete the preparation, filming and duplication of any work in progress upon notification of contract termination. All work in progress must be completed by the date of contract termination.

Upon contract termination, the contractor must return all DOTD records within two (2) weeks of the effective date of contract termination, regardless of the stage of work in progress. Documents must be labeled and identified as to the state of processing.

Contractor will be required to notify DOTD within ten (10) days of receipt of contract termination the exact quantities or work in progress and will complete said work on or before the end of contract.

In the event the contract is canceled due to unsatisfactory performance, DOTD reserves the right to complete the balance of the microfilming services on the open market and charge the difference back to the contractor.

### **Termination for Convenience**

The State may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor of such termination or negotiating with the Contractor an effective date.

### **Guarantee and Liability**

The Vendor accepts the following guarantees:

- (a) Guarantee that the supplies delivered are free from defects in design and construction.
- (b) Guarantee that the supplies are the manufacturer's standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

### **Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, in the performance of this contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be fully assessed against the State in any action for infringement of a United States Letter Patent with respect to the products, materials or services furnished by Contractor under its bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.



The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:  
i) State's unauthorized modification or alteration of the products or materials; ii) State's use of the products or materials in combination with other products or materials not furnished by Contractor; iii) State's use of the products or materials in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges for services rendered by the Contractor under the contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**Confidentiality**

Contractor agrees to keep all DOTD records confidential.